

# **California Housing Finance Agency**

## **Multifamily Affordable Housing Appraiser Request for Qualifications**

**January 11, 2016**

### **I. Background:**

The California Housing Finance Agency (the "**Agency**" or "**CalHFA**") is a public instrumentality and a political subdivision of the State of California created in 1975 for the primary purpose of meeting the housing needs of persons and families of low or moderate income. The Agency is soliciting statements of qualifications from appraisal firms to provide appraisal services for affordable multifamily rental properties.

The Agency raises capital by selling bonds and lends the proceeds to low- and moderate-income homebuyers and to developers who build or preserve affordable and/or mixed-income rental housing. The Agency does not use taxpayer dollars to sustain its operations, although it administers some publicly funded programs on behalf of the State.

### **II. Purpose:**

The purpose of this Request for Qualifications ("**RFQ**") is to obtain statements of qualifications from appraisers with expertise in the appraisal of affordable, income and rent restricted, multifamily rental properties. Selected appraisers must execute a contract with the Agency and will be placed on an approved list for the purpose of receiving work orders from time to time for appraisals of affordable rental projects.

### **III. Qualifications:**

The Agency is seeking statements of qualifications from California Certified General Appraisers that have demonstrated expertise in the following areas: (1) Low Income Housing Tax Credit and Tax Exempt bond restricted multifamily housing, (2) FHA insured multifamily housing, (3) FNMA and Freddie Mac guaranteed multifamily housing, (4) valuation of foreclosed properties for disposition, (5) appraisal reviews, and (6) rent comparability studies.

### **IV. Scope of Services:**

The scope of services to be provided to the Agency will include, but not be limited to, the following:

Provide the Agency with the appraised value of property and land for development or acquisition and rehabilitation of affordable housing and other purposes as determined by Agency requirements. Determination of the appraised value will be provided to the Agency in a complete, self-contained, narrative appraisal report, prepared and distributed in accordance with Title XI of the Federal Financial Institutions Reform, Recover, and Enforcement Act (FIRREA), the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, all fair lending laws and regulations, FDIC Interagency Guidelines, applicable Agency requirements, and any appropriate state licensing requirements. The Agency's requirements may be found at:

<http://www.calhfa.ca.gov/multifamily/financing/process/AppraisalReportSpecifications.pdf>.

The Agency contracting officer may alter the scope of an appraisal in accordance with the nature of the property and assignment. The appraiser shall confirm with the contracting officer as to the applicability and currency of the appraisal requirements.

## **V. Statement of Qualifications:**

The Statement of Qualifications must include the information listed below. CalHFA appreciates your time and interest in responding to this RFQ and encourage straightforward, short and concise responses to the information requested below. Responding parties should carefully note the matters provided for in Section VII, "Reservations".

### **A. Summary of Appraisal Firm:**

Please provide (by narrative or attachment) a descriptive summary of your appraisal firm, including how long it has been in existence and its scope of business. Describe how your appraisal firm is organized with respect to providing appraisals and related services and provide a brief organizational chart with titles and names.

### **B. Insurance:**

Please describe the scope of insurance coverage (*i.e.*, errors and omissions, etc.) held by the appraisal firm, including policy limits, retention, and a brief summary of exclusions. Please provide copies of the applicable insurance declarations pages. Provide a brief description of the facts and outcome for any insurance claim filed in the past ten (10) years.

**C. Personnel:**

Please identify the personnel who would be involved in providing appraisal services to the Agency. Describe the relevant experience of each lead appraiser and key staff, the role each will serve, his or her title, confirmation of license in the state of California as a Certified General Appraiser and attach a resume for each individual. Should a contract be awarded, individuals identified subsequent to this RFQ response shall be subject to CalHFA approval at its sole discretion.

**D. List of Appraisals:**

Please provide a list of LIHTC and/or bond financed affordable housing appraisals that have been conducted by the firm in California in the past ten (10) years by date. Indicate if any of the staff members identified above participated in the appraisal and identify the individual appraiser of record. Include the client name and project type and characteristics, including:

- Client;
- Date performed;
- New construction vs. acquisition; or, acquisition with rehabilitation;
- Number of stories (garden vs. high-rise);
- Number of units; and
- Location.

Please provide a comparable list of other market rate, multifamily properties appraised in the past ten (10) years, indicating if the appraisal is for FHA, FNMA, or Freddie Mac as appropriate.

**E. Housing Appraisal Experience & Expertise:**

- If you have not performed an appraisal for CalHFA in the past three years please provide a sample appraisal report prepared for an income restricted multifamily project.
- Please describe or provide your quality control procedures.
- Please describe your approach to obtaining comparables when such are lacking in the relevant market area to the subject. Specifically, describe the means by which you would validate the weighting or relative discounting assigned to any comparable that is being utilized from outside of the subject's market area.

- Please discuss your firm's relevant experience or special expertise that would enable you to bring value to this role. Describe any court qualifications and testimony, teaching, or other professional functions you or members of your staff have provided.

#### **F. References:**

Please provide two (2) references from developers or equity investors, and two (2) references from financial institutions for whom your firm has performed similar work, including a summary of the services provided.

#### **G. Fees:**

Please provide a proposed fee arrangement and structure for your firm's services. Please identify areas of the state in which you are available to provide services and the extent to which your fees may vary for such areas of the state. Fees should be stated inclusive of travel related expenses.

#### **H. Legal Proceedings:**

Identify and describe any pending legal proceedings against your firm or an officer of your firm alleging malpractice or violations of law in connection with an offering of any valuation or valuation related services, and any judgments within the last three years involving the above.

#### **I. Conflict of Interest:**

Each responding party must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a response, the responding vendor affirms that it has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate and any actual concealment of obfuscation, whether intentional or unintentional, of a conflict of interest will automatically result in the disqualification of a responding vendor's response.

The Agency will determine whether a conflict of interest exists and whether it may disqualify a responding vendor. Responding vendors must provide sufficient facts and information for the Agency to determine the significance of each potential conflict.

Prior to commencement of any services under a contract, certain of the responding vendor's employees and agents, as determined by the Agency, shall complete a California FPPC Form 700, Statement of Economic Interests as required by the Agency's Conflict of Interest Code under Section 81000 *et seq.* of the California Government Code, as well as California State Ethics Training. For further information on these requirements, see <http://www.fppc.ca.gov/> and for specifics on financial disclosure <http://www.fppc.ca.gov/Form700.html>. If you have further questions in these regards you may also contact [Misty Miller](#) at CalHFA at (916) 326-8481. CalHFA anticipates that direct, electronic filing of ethics training and certification and Form 700 will be available after January 1, 2016.

#### **J. Delivery of Statement of Qualifications:**

Statements of Qualifications will be received in hard copy **until 5:00 PM (PST) on Monday, February 8, 2016**. Please limit your responses (including attachments appendices and footnotes) to no more than a total of eight (8) pages. This is exclusive of any sample appraisal. Please submit one complete package via mail or delivery to the RFQ contact:

Carr Kunze, Multifamily Loan Officer  
California Housing Finance Agency  
P.O Box 4034 / MS 1420  
Sacramento, CA 95812-4034  
or delivered to:  
500 Capitol Mall, Suite 1400  
Sacramento, CA 95814  
(916) 326-8803  
[AppraisalRFQ@calhfa.ca.gov](mailto:AppraisalRFQ@calhfa.ca.gov)

Questions concerning this RFQ should be directed to the RFQ contact listed above. Questions submitted, and answers, will be posted to CalHFA's website at: <http://www.calhfa.ca.gov/about/procurement/index.htm>

#### **K. Materials Submitted:**

All materials submitted in accordance with this RFQ become the property of the Agency and will not be returned. The material will be a public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 *et seq.*).

## **VI. Selection:**

The qualifications of firms responding to this RFQ ("**Submitting Firm**") will initially be considered by an Agency committee. The committee will compile a list of qualified appraisers and maintain the list for up to two (2) years. The committee will check responses against the mandatory criteria listed in Section V. Responses not meeting all mandatory criteria will not be considered for review. As part of the evaluation process, the Agency may request telephonic interviews with the firms considered to be the most qualified.

The selection committee will consider the following criteria:

- Breadth and depth of experience and expertise in the areas described in Section III.
- Ability to provide the Scope of Services described in Section IV.
- Information and responses provided to requests in Section V.
- Fee proposal.

The Agency's evaluation and selection of appraisal firms is expected to be completed by February 29, 2016. The Agency intends to communicate its selection to all applicants within 30 days of making its final decision. If selected, the applicant must execute a contract with the Agency substantially in the form attached hereto as **Exhibit A**.

## **VII. Reservations and Disclaimers:**

### **A. Costs:**

All costs for developing and submitting Statements of Qualifications pursuant to this RFQ are solely the responsibility of the Submitting Firm and shall not be reimbursable by the Agency. The Agency reserves its right to select one or more, or reject all of the Submitting Firms for its list of qualified appraisers. Inclusion on the Agency's list does not guarantee any assigned work or compensation.

### **B. Reservations:**

The Agency reserves the right to:

- (1) Request a telephonic interview with, and to require additional information from, any appraisal firm prior to its selection;

- (2) Select the appraisal firm(s) that, in the Agency's judgment, best will meet the Agency's needs, regardless of any differences in estimated costs between the appraisal firms;
- (3) Consider information about an appraisal firm in addition to information submitted in their Statement of Qualifications;
- (4) Select an appraisal firm other than one responding to this RFQ;
- (5) Require additional information from any responding appraisal firm;
- (6) Terminate this process at any time without selecting an appraisal firm;
- (7) Change any deadline or date provided for herein without notice; or
- (8) Otherwise amend or modify any of the terms or provisions of this RFQ.

**C. Disclaimers:**

Vendors responding to this RFQ should understand that this RFQ process might differ significantly from the typical State of California process with which vendors may be familiar. Although CalHFA is a state agency, CalHFA is not required to procure any of its contracts through a competitive bidding process. Neither is CalHFA generally subject to many of the restrictions or requirements associated with state contracting practices. For instance, CalHFA is not required to include any of the protest or appeal rights that may be available under the typical state procedures.

This RFQ requests the submission of responses but is not itself an offer and shall not be construed as an offer. In no event shall any obligation of any kind be enforceable against the Agency unless and until a written contract is entered into.

## **EXHIBIT A**

### **SERVICES AGREEMENT**

This Services Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California ("Agency" or "CalHFA") and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

#### **RECITALS**

- A. Agency desires to obtain professional services in connection with the appraisal of property and land for development or acquisition and rehabilitation of affordable housing and related purposes ("Project" or "Projects").
- B. Contractor has the requisite experience and expertise to provide those services.
- C. Agency desires to employ Contractor to perform the services described herein.

Therefore, in consideration of the premises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Agency and Contractor agree as follows:

#### **AGREEMENT**

##### **1. Status of Contractor**

a. Contractor will be at all times an independent contractor and not an agent or employee of Agency. As used herein, the term "independent contractor" means Contractor, and any personnel provided by Contractor, who will render the Services specified herein for the specified compensation and who will be deemed to be under the control of Agency as to the results of their work and not as to the means by which such results are accomplished.

b. In the event that Contractor is determined to be an employee of Agency by any federal, state, or local court, governmental agency, instrumentality, or body, or by a third party, Contractor waives any right to recover any type of employee benefits from Agency for the period during which Contractor was determined to have been erroneously treated as an employee.

c. Any and all personnel retained, hired, engaged, or provided by Contractor will be independent contractors for, or employees of, Contractor and not employees of Agency for any purpose whatsoever. All such personnel will be under Contractor's exclusive supervision, direction, and control, and will be compensated by Contractor in Contractor's name and at its expense. Contractor will carry worker's compensation insurance covering all personnel who may be employed by Contractor from time to time for any purpose connected with Contractor's performance hereunder.



d. Neither Contractor nor its employees or contractors will be eligible to participate in any employee-benefit programs maintained by Agency. Contractor acknowledges that Agency will not provide social security, unemployment compensation, director's and officer's liability insurance, disability insurance, worker's compensation insurance or similar coverage, nor any other benefits to Contractor or its employees and or contractors.

2. Contractor's Services

a. Contractor shall, as Agency may so require, and pursuant to a written work order ("Work Order") (attached hereto and incorporated herein as **Attachment A**, which shall be individually numbered with a reference to this Agreement) perform the following professional services which shall be referred to herein as "Appraisal" or as "Service" or "Services." It is agreed that this Agreement provides direct reference to the discrete types of professional Services. However, the specific Service to be provided shall be determined on a Project-by-Project basis and as specified in the Work Order. Description of Services and duties required are as follows:

[TO BE PROVIDED]

3. Term

This Agreement shall cover Services rendered hereunder from \_\_\_\_\_ through \_\_\_\_\_.

4. Compensation

a. Because it is anticipated that Contractor will perform its Services on an ongoing and as needed basis, and because different Projects may necessitate different Services and compensation, the Contractor will be compensated for its Services in an amount approved in advance by Agency for each Project. Upon completion of Services requested pursuant to a Work Order, Contractor shall submit an invoice to Agency for Services rendered at the compensation approved by Agency.

b. Agency will not reimburse Contractor for any out-of-pocket costs or expenses incurred by Contractor in performance of the Services, including such things as package delivery, document production, long-distance telephone calls, facsimile transmission, travel, meals, and lodging expenses. Contractor shall be responsible for all such costs.

c. The amounts provided for herein are the entire remuneration of Contractor for the Services, and there will be no additional compensation or reimbursement for any of Contractor's time, materials, or costs in providing the Services. In no event will the total amount received by Contractor under this Agreement exceed \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_). Contractor acknowledges and agrees that it is difficult to predict how much work will actually be performed under this Agreement and its related Work Orders and the maximum compensation provided herein is in no way to be construed as a promise by Agency to provide sufficient work to Contractor to justify the full billing amount.

5. Nondiscrimination Clause

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for

employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), or any other basis prohibited by applicable state or federal law. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), including Title 2, California Code of Regulations, Section 11102, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. Agency's Cooperation

Agency shall reasonably cooperate with Contractor in the performance of Contractor's Services under this Agreement.

7. Entirety, Amendments, Construction

a. This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

b. This Agreement is entire as to all of the performance to be rendered under it. Breach of any of the performances to be rendered by Contractor shall constitute a breach of the entire Agreement and shall give Agency the right to terminate this Agreement.

c. No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

d. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both of the parties had prepared it.

8. Notice

Any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery, in writing, by facsimile transmission, by e-mail or by mail, postage prepaid, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Contractor: \_\_\_\_\_  
Tel (Direct): \_\_\_\_\_  
Tel (Main): \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

To Agency: If by mail:

California Housing Finance Agency  
P.O. Box 4034, MS 1420  
Sacramento, CA 95812-4034  
Attention: \_\_\_\_\_  
Multifamily Programs

If by other means:

California Housing Finance Agency  
500 Capitol Mall, Suite 1400, MS 1420  
Sacramento, CA 95814  
Attention: \_\_\_\_\_  
Multifamily Programs

Tel:  
Fax:  
Email:

With copy to:

California Housing Finance Agency  
Office of General Counsel  
P.O. Box 4034, MS 1440  
Sacramento, CA 95812-4034  
Attention:

With copy to:

California Housing Finance Agency  
Office of General Counsel  
500 Capitol Mall, Suite 1400, MS 1440  
Sacramento, CA 95814  
Tel: (916) 326-8470  
Fax: (916) 322-3151  
Email: [legal@calhfa.ca.gov](mailto:legal@calhfa.ca.gov)

#### 9. Nonassignability

No assignment of the rights, nor delegation of the duties of Contractor, whether in whole or in part, shall be valid unless specifically agreed to in writing by Agency.

#### 10. Remedies, Attorney's Fees, Costs

a. Should either party default in the performance of this Agreement or materially breach any of its provisions, the nondefaulting party shall have, in addition to any other remedy provided for at law or in equity, the option of terminating this Agreement immediately by giving written notice to the defaulting party.

b. Additionally, in the event that Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, Agency shall be excused from any obligation to pay unpaid compensation provided for in this Agreement.

c. Agency may terminate this Agreement immediately upon giving notice in writing to Contractor. Such termination may occur without cause. Upon such termination, Agency shall compensate Contractor proportionately based on the percentage that the work performed by Contractor as of the date of termination bears to the total work to be performed by Contractor under this Agreement; or, if Contractor is being compensated at an hourly rate, Agency shall compensate Contractor upon submission and approval of a report of work performed and time expended prior to the date of termination.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

11. Time

Except as specifically provided herein, time is of the essence in this Agreement.

12. Partial Invalidity

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

13. Indemnification

Contractor shall indemnify, defend and hold harmless Agency, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the negligent or intentionally tortious conduct of its performance of this Agreement, including claims made or resulting from any release of confidential information or data provided to Contractor by Agency.

14. Contractor's Qualifications & Statement of Economic Interests

a. Contractor covenants that its previous representations to Agency regarding its qualifications to perform the Services provided for herein are true and accurate.

b. Prior to commencement of any Services under this Agreement, Contractor's employees and agents, as determined by the Agency ("Designated Filer,") shall complete and file a Statement of Economic Interest (Form 700) as required by Agency's Conflict of Interest Code and Section 87300 et seq. of the Government Code. Each Designated Filer shall also timely complete and file a Statement of Economic Interests annually and upon leaving office, as applicable. Contractor shall provide, and represents that it has provided, to Agency the names and responsibilities of those employees and agents who will be providing Services under this Agreement. If, during the term of this Agreement, Contractor desires to have different or additional employees or agents provide Services under this Agreement, Contractor shall provide such names and other information requested to Agency so that Agency may determine whether such persons must comply with this provision. Such names shall be provided prior to commencement of any Services by such persons.

c. For purposes of this Agreement, Agency has determined that \_\_\_\_\_ shall complete the required Statement of Economic Interests, which form will be provided by Agency, if not already on file, and shall comply with the ethics training requirement of Government Code Section 11146.3. The Agency reserves the right to require other members of Contractor's staff to comply with the provisions of Subsection 15.b, above.

d. **In the event Contractor or Designated Filer fails to return the completed Statement of Economic Interests to Agency within thirty (30) calendar days from the date this Agreement is executed, or fails to complete and file an annual or leaving office statement or fails to complete the required ethics training within the times required, the Agency reserves the right to withhold payment for any Services performed and reserves the right to cancel this Agreement.**

e. In the event the Statement of Economic Interests reveals a conflict of interest which, as determined by the Agency, could impair Contractor's ability to properly or legally perform the Services contemplated by this Agreement, Agency reserves the right to cancel this Agreement.

15. **Drug-Free Workplace Requirements**

Contractor will comply with the requirements of California's Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code § 8355(a)(1).

b. Establish a Drug-Free Awareness Program as required by Government Code § 8355(a)(2) to inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,
- (iv) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- (i) receive a copy of the company's drug-free workplace policy statement; and,
- (ii) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

**Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and Contractor may be ineligible for award of any future State Contracts** if it is determined that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350, et seq.).

16. **Child Support Compliance Act**

Contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the California Family Code; and

b. The Contractor, to the best of its knowledge, is fully complying with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry in accordance with the requirements of the California Employment Development Department.

17. Copyright Violations

In accordance with Executive Order D-10-99 issued by the Governor of the State of California, Contractor certifies that it has appropriate systems and controls in place to ensure that CalHFA funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

18. Confidentiality of Data

a. All financial, statistical, personal, technical, and operational information, including all non-public information of a consumer or customer of CalHFA, and non-public technical and other data and information relating to CalHFA's operation, which are made or become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure. Contractor will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by CalHFA, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information.

b. Should Contractor experience a breach of the security of any system it maintains to protect data provided by CalHFA or affecting any of CalHFA's operations or customers, or should any unauthorized release of confidential information occur, Contractor will comply with Civil Code Section 1798.82 and will take all steps necessary to provide notice to CalHFA and all interested parties, including any California resident whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Contractor will also take all steps to correct the cause of said breach and take any and all actions CalHFA deems necessary or appropriate.

c. CalHFA shall have the right, upon reasonable notice, to audit and inspect Contractor's facilities, processes and procedures to ensure the integrity of all information provided by CalHFA. At any time during the term of this Agreement, if CalHFA, in its sole and absolute discretion, determines that Contractor's facilities, processes and procedures do not

provide adequate security measures, Contractor shall take such actions CalHFA deems necessary or appropriate to protect the information provided by CalHFA.

d. CalHFA reserves the right to require Contractor, and any employees or contractors of Contractor who may have access to any information provided by CalHFA, to sign a confidentiality agreement.

19. Performance Review

Contractor agrees that Agency or its delegate shall have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide Agency or its delegate with any relevant information requested and shall permit Agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after the final payment made under this Agreement.

20. Work Product

All notes, records, reports, summaries and other data provided to Contractor or generated by Contractor in connection with the Services performed under this Agreement is the property of the Agency. Upon termination of this Agreement, by cancellation, expiration of its term or otherwise, Contractor will immediately turn over all work product in its possession or under its control to Agency. Contractor agrees it will not use any notes, records, reports, summaries or other data received or generated by Contractor in connection with the Services performed under this Agreement in any way that could or would result in such data being disclosed, inadvertently or otherwise, to any party other than the Agency or its delegate without Agency's prior written consent. Nothing in this paragraph shall be construed as a waiver of the attorney work product privilege.

21. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together shall constitute one instrument.

22. California Public Records Act

Contractor acknowledges that, except to the extent that information may be exempt from public disclosure under California Health & Safety Code Section 51615, the California Public Records Act (California Government Code Section 6250, et seq.), or otherwise exempt from disclosure, information possessed by Agency could be subject to disclosure under California law. Agency, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by California law.

23. Subcontracts

Agency is retaining Contractor for the unique skills and expertise of Contractor and its personnel. Therefore, no subcontract may be made with any other party furnishing any of the work or Services provided for in the Agreement, without the prior written consent of Agency.

24. Survival

The terms, conditions, and warranties contained in the Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of the Agreement, whether by completion of the performance, cancellation, or otherwise. In addition, the terms of Sections 13 (Indemnification), 14b. (Contractor's Qualification and Statement of Economic Interests), 18 (Confidentiality of Data), 19 (Performance Review) and 20 (Work Product) shall survive the termination of this Agreement.

25. Governing Law

This Agreement shall be governed by the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue for any action brought hereunder shall be exclusively in the County of Sacramento.

26. Authority

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity and authority to sign this Agreement on behalf of such party and that this Agreement shall be binding on that party without the approval of any other person or entity.



**CONTRACTOR'S SIGNATURE BELOW IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF SECTION(S) 16 and 18 ABOVE.**

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: **CALIFORNIA HOUSING FINANCE AGENCY,  
a public instrumentality and political subdivision  
of the State of California**

By: \_\_\_\_\_

Tia Boatman-Patterson  
Executive Director

Attachment: Attachment A (Work Order)

# ATTACHMENT A

## (WORK ORDER)

### WORK ORDER FOR PROFESSIONAL SERVICES

Work Order Number \_\_\_\_\_;  
Contractor: \_\_\_\_\_; Contract Number: \_\_\_\_\_

Project Number/Name: CalHFA #: 00-0000 / *Name of Project*  
Project Address:

Date of Commencement of Services:

Date(s) for Report Submittals to CalHFA:  
Within \_\_\_\_\_ weeks of engagement

Date for Completion of Services:

Type of Service: Appraisal of Project

Special Conditions:

- 1.
- 2.
- 3.

Compensation: \$ \_\_\_\_\_ for \*\*\*Insert Service here\*\*\* billable upon completion of final report.

CalHFA Contact:

500 Capital Mall, Suite 1420, MS 1400  
Sacramento, CA 95814  
Phone: 916-326-8000

Accepted and Agreed:

Date:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(CalHFA Signature and Title)